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Attorneys for Santander Consumer USA Inc.

**IN THE UNITED STATES BANKRUPTCY COURT FOR THE
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

IN RE:

Gary R. Griffith,

Debtor.

Case No. 13-33404-HDH-11

Chapter 7

Santander Consumer USA Inc.,

Movant,

v.

Gary R. Griffith,

Debtor-Respondent.

Hearing on Motion to Lift
Automatic Stay:
November 6, 2013, at
1:30 p.m.

MOTION FOR RELIEF FROM THE AUTOMATIC STAY

NOTICE

PURSUANT TO LOCAL BANKRUPTCY RULE 4001-1(b), A RESPONSE IS REQUIRED TO THIS MOTION, OR THE ALLEGATIONS IN THE MOTION MAY BE DEEMED ADMITTED, AND AN ORDER GRANTING THE RELIEF SOUGHT MAY BE ENTERED BY DEFAULT.

ANY RESPONSE SHALL BE IN WRITING AND FILED WITH THE CLERK OF THE UNITED STATES BANKRUPTCY COURT AT 1100 COMMERCE STREET, ROOM 1254, DALLAS, TX 75242 BEFORE THE CLOSE OF BUSINESS ON OCTOBER 30, 2013, WHICH IS AT LEAST 17 DAYS FROM THE DATE OF SERVICE HEREOF. A COPY SHALL BE SERVED UPON COUNSEL FOR THE MOVING PARTY AND

ANY TRUSTEE OR EXAMINER APPOINTED IN THIS CASE. ANY REPOSE SHALL INCLUDE A DETAILED AND COMPREHENSIVE STATEMENT AS TO HOW THE MOVANT CAN BE “ADEQUATELY PROTECTED” IF THE STAY IS TO BE CONTINUED.

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW SANTANDER CONSUMER USA INC., a creditor in the above bankruptcy, complaining of Gary R. Griffith, Debtor, and files its Motion for Relief from the Automatic Stay to permit it to take possession of and to foreclose its interest in certain property described hereinbelow, and in support thereof would show the Court as follows:

1. A voluntary Petition commencing the above Bankruptcy case under Chapter 11 of the Bankruptcy Code was filed by Gary R. Griffith. This filing operated as a Stay against actions as specified in 11 U.S.C. §362.
2. A Contract and Certificate of Title create and perfect an interest in favor of Santander Consumer USA Inc. on the property described in the Contract, namely: 2011 Dodge Ram, VIN: 1D7RV1CT4BS655022 (the “Collateral”).
3. No Chapter 11 Plan has been filed. The account is delinquent under the Contract for the months of June through September 2013 in the amount of \$1,949.70.
4. Santander Consumer USA Inc. has been unable to verify insurance coverage , and believes that Debtor has no physical damage insurance on the Collateral as required by the Contract. Such lack of insurance coverage does not adequately protect Santander Consumer USA Inc.’s security interest and represents “cause” to lift the stay.
5. Debtor has no equity in the Collateral described above since the Collateral has depreciated in value to the extent that the indebtedness owed to Santander Consumer USA Inc. exceeds the value of its security interest.

6. Santander Consumer USA Inc. does not have, and has not been offered protection for its interest in the Collateral, and the Collateral is depreciating by reason of the passage of time and the use of the Collateral..

7. If Santander Consumer USA Inc. is not permitted to foreclose its interest in the above-described Collateral, it will suffer irreparable injury, loss and damage.

WHEREFORE, Santander Consumer USA Inc. prays that, upon hearing of this Motion:

(1) The Automatic Stay be modified to permit Santander Consumer USA Inc. to take possession of and to foreclose its interest in the Collateral described above; and

(2) Santander Consumer USA Inc. be granted such other relief to which it may be entitled.

DATED October 16, 2013.

Respectfully submitted,

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By: /s/ Patrick M. Lynch
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ATTORNEYS FOR MOVANT,
SANTANDER CONSUMER USA INC.

NOTICE

Pursuant to Local Rule 4001(e), "Absent compelling circumstances, evidence presented at preliminary hearings in the Dallas and Fort Worth Divisions on motions for relief from the automatic stay will be by affidavit only. The party requesting the hearing must serve evidentiary affidavits at least seven days in advance of such hearing; the responding party must serve evidentiary affidavits at least forty-eight hours in advance of such hearing."

CERTIFICATE OF SERVICE

A true and correct copy of the Motion for Relief from the Automatic Stay was served upon the parties listed below by First Class Mail, postage prepaid, or by electronic filing notification, on October 16, 2013.

U.S. Trustee
1100 Commerce Street, Room 976
Dallas, TX 75242

William Paul Kennedy, Esq.
NNK Legal Group, PLLC
4125 Fairway Drive, Suite 132
Carrollton, TX 75010

Gary R. Griffith
4694 Fm 2869
Winnsboro, TX 75494

Howard Marc Spector, Esq.
Spector & Johnson, PLLC
12770 Coit Road, Suite 1100
Dallas, TX 75251

Attached Service List

/s/ Patrick M. Lynch
Patrick M. Lynch

CERTIFICATE OF CONFERENCE

I hereby certify that prior to filing the foregoing Motion:

XX My office made a good faith effort to negotiate a settlement of the dispute with Debtor's Counsel; or

____ Debtor's Counsel failed to respond to my office's communication by the same time on the second business day after such communication.

Therefore, this Motion is presented to the Court for determination.

/s/ Patrick M. Lynch